

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Rochelle Phillips Michael Frantz Phillips <u>Debtor(s)</u>	CHAPTER 13
PNC BANK, NATIONAL ASSOCIATION <u>Movant</u> vs.	NO. 19-12980 PMM
Rochelle Phillips Michael Frantz Phillips <u>Debtor(s)</u>	11 U.S.C. Section 362
Scott F. Waterman <u>Trustee</u>	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,397.73** which breaks down as follows;

Post-Petition Payments:	June 1, 2022 in the amount of \$949.80/month
Suspense Balance:	(\$590.07)
Fees & Costs Relating to Motion:	\$1,038.00
<b>Total Post-Petition Arrears</b>	<b>\$1,397.73</b>

2. The Debtor shall cure said arrearages in the following manner:

a) Debtor shall remit the remainder of June 1, 2022's payment of \$359.73, which is the full payment of \$949.80 minus the suspense balance of \$590.07 by June 30, 2022.

b) Beginning with the payment due July 1, 2022 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$949.80 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

c) With regards to the Fees & Costs relating to this Motion in the amount of \$1,038.00, Movant shall file a Post-Petition Fee Notice for this amount.

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 22, 2022

/s/ Rebecca A. Solarz, Esquire  
Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: 6/24/22

[Signature]  
Kevin K. Kercher Esq.  
Attorney for Debtor(s)

Date: 7/11/22

[Signature]  
Scott F. Waterman, Esq.  
Chapter 13 Trustee

Approved by the Court this 12th day of June, 2022. However, the court retains discretion regarding entry of any further order.

[Signature]

Bankruptcy Judge  
Patricia M. Mayer Judge